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5 **UNITED STATES DISTRICT COURT**
6 **NORTHERN DISTRICT OF CALIFORNIA**
7 **OAKLAND DIVISION**
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9 UNITED STATES FIRE INSURANCE
10 COMPANY,

11 Plaintiff,

12 v.

13 ROYAL GLOBE INSURANCE
14 COMPANIES, USF & G CORPORATION
15 and Does 1 through 50, inclusive.

16 defendants.

CASE NO.: CV-09-0379 (CW)

**STIPULATION AND ORDER TO
DISMISS COMPLAINT WITHOUT
PREJUDICE**

Complaint Filed: January 27, 2009

16 Plaintiff United States Fire Insurance Company ("U.S. Fire") and defendants Arrowood
17 Indemnity Company f/k/a Royal Indemnity Company, as successor by merger to Royal Insurance
18 Company of America, formerly known as Royal Globe Insurance Company, incorrectly sued
19 herein as Royal Globe Insurance Companies ("Arrowood"), and United States Fidelity and
20 Guaranty Company incorrectly sued herein as USF & G Corporation ("USF & G"), by and
21 through undersigned counsel, hereby stipulate as follows:

22 WHEREAS, U.S. Fire filed the above-captioned action seeking declaratory relief and
23 contribution on January 27, 2009;

24 WHEREAS, on Friday, July 10, 2009, defendant Arrowood appeared in this action by
25 filing an answer in response to U.S. Fire's complaint, in which it alleged that the Court lacked
26 subject matter jurisdiction due to lack of diversity between Arrowood -- a Delaware corporation -
27 - and U.S. Fire, which is also a Delaware corporation;

28 WHEREAS, on Wednesday, July 15, 2009, defendant USF & G appeared in this action by

filing a motion to dismiss U.S. Fire's complaint on information and belief that the Court lacked subject matter jurisdiction due to Arrowood's citizenship in Delaware;

WHEREAS, on Wednesday, July 22, 2009, defendant Arrowood filed a motion re: suggestion of lack of subject matter jurisdiction, providing evidence with that motion demonstrating that Royal Indemnity Company and Royal Globe Insurance Company (the entities that issued the policy(ies) at issue in this litigation) were subsequently merged, in various transactions, into a Delaware entity and, thus, for purposes of diversity jurisdiction, the insurer being sued is a citizen of Delaware; and

WHEREAS, based upon this evidence, U.S. Fire agrees to voluntarily dismiss this action without prejudice.

ACCORDINGLY, IT IS HEREBY STIPULATED AND AGREED by and between the parties to this action, through their respective undersigned attorneys, that this action and each of the claims in it are dismissed without prejudice pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), each party to bear its own attorneys' fees and costs and no application therefore to be made.

IT IS SO STIPULATED.

Dated: August 18, 2009

SQUIRE, SANDERS & DEMPSEY L.L.P.

By: /s/ Amy E. Rose
Amy E. Rose

Attorneys for Plaintiff
UNITED STATES FIRE INSURANCE
COMPANY

Dated: August 18, 2009

SEDGWICK, DETERT, MORAN & ARNOLD
LLP

By: /s/ Bruce D. Celebrezze
Bruce D. Celebrezze

Attorneys for Defendant

ARROWOOD INDEMNITY COMPANY, f/k/a
ROYAL INDEMNITY COMPANY, AS
SUCCESSOR BY MERGER TO ROYAL
INSURANCE COMPANY OF AMERICA,

f/k/a ROYAL GLOBE INSURANCE
COMPANY (INCORRECTLY SUED AS
ROYAL GLOBE INSURANCE COMPANIES)

Dated: August 18, 2009

BOWLES & VERA LLP

By: /s/ Robert I Westerfield
Robert I. Westerfield

Attorneys for Defendant
UNITED STATES FIDELITY AND
GUARANTY COMPANY

IT IS SO ORDERED.

8/24/09

Dated: _____



UNITED STATES DISTRICT JUDGE